

EXHIBIT A
TO REGISTRATION STATEMENT

Under the Foreign Agents Registration Act of 1938, as amended

Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.

| | | |
|---|---|-----------------------------|
| 1. Name and address of registrant Chapman, Gadsby, Hannah & Duff 1700 Pennsylvania Avenue, N. W. Washington, D. C. 20006 | | 2. Registration No. 2275 |
| 3. Name of foreign principal Taiyo Fishery Co., Ltd. | 4. Principal address of foreign principal 1-5-1 Marunouchi, Chiyoda-Ku Tokyo, Japan | |

5. Indicate whether your foreign principal is one of the following type:

- Foreign government
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership Committee
 - Corporation Voluntary group
 - Association Other (specify) _____
- Individual - State his nationality _____

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant.
- b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

- a) Principal address
- b) Name and title of official with whom the registrant deals.
- c) Principal aim

TERMINATED
DATE 8-31-77

8. If the foreign principal is not a foreign government or a foreign political party,

- a) State the nature of the business or activity of this foreign principal Taiyo is the largest fishery company in Japan. It is engaged worldwide in all areas of the fishing industry, including fishing, processing and distribution. It is also engaged in shipbuilding, engine manufacturing and construction. Its fleet includes fishing ships, tankers, and reefer carriers. It is also engaged in production of other foodstuffs, storage, sugar refining and petroleum sales.

b) Is this foreign principal

- Owned by a foreign government, foreign political party, or other foreign principal Yes No
- Directed by a foreign government, foreign political party, or other foreign principal Yes No
- Controlled by a foreign government, foreign political party, or other foreign principal Yes No
- Financed by a foreign government, foreign political party, or other foreign principal Yes No
- Subsidized in whole by a foreign government, foreign political party, or other foreign principal Yes No
- Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

See attached sheet.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

| | | |
|--------------------------------------|---|------------------------------------|
| Date of Exhibit A January 6, 1977 | Name and Title Chapman, Gadsby, Hannah & Duff Norman S. Paul, Partner | Signature <i>Norman S. Paul</i> |
|--------------------------------------|---|------------------------------------|

JUN 5 4 11 UNITED STATES DEPARTMENT OF JUSTICE
Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT
Under the Foreign Agents Registration Act
of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

| Name of Registrant | Name of Foreign Principal |
|--------------------------------|---------------------------|
| CHAPMAN, GADSBY, HANNAH & DUFF | TAIYO FISHERY CO., Ltd. |

Check Appropriate Boxes:

- The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
 - There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
 - The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.
4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See attached sheet.

TERMINATED
DATE 9-31-77

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See attached sheet.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?^{1/} Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See attached sheet.

| | | |
|--------------------------------------|--|-----------------------------------|
| Date of Exhibit B January 6, 1977 | Name and Title Chapman, Gadsby, Hannah & Duff Norman S. Paul, Partner | Signature <i>Norman S Paul</i> |
|--------------------------------------|--|-----------------------------------|

^{1/} Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

9. Taiyo Fishery Co. Ltd. is a private Japanese company owned, directed and controlled by Japanese citizens. The company is self-financed, and I assume engages in commercial loans, credits, etc. as every other company does. It is not subsidized, in whole or in part, by the Japanese or any other foreign government.

The company was formed in 1880 and was initially engaged in the purchase and distribution of fish. Since then it has developed into a widely diversified food producing conglomerate, centered on the fishing industry. Taiyo has expended its line of business to include shipping, shipbuilding and cold storage. It has 77 domestic affiliates in Japan, and is involved in 30 joint enterprises, and has 17 representative offices throughout the world.

Taiyo is the leading fishery company in the world, and is ranked 71st among the world's largest industries outside the United States, according to the 1975 Fortune magazine listing. Gross sales of Taiyo Fishery in 1975 totaled 455,875 million yen (approx. \$1.4 billion), and Taiyo affiliates had combined sales in 1975 totaling 635,000 million yen (approx. \$2 billion).

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4. The attached letter agreement describes in general the nature of the representation. The method will include legal research by lawyers in the firm, the preparation of written materials, direct advice to the client, and, as authorized by the client, representation before Departments and Agencies of Federal and State governments who are responsible for the implementation of policy concerning the fishing rights of foreign nations.

5. Initially the firm will be concerned with the provisions and implementation of the Fishery Conservation and Management Act of 1976 (PL 94-265 of April 13, 1976) which establishes a 200 mile U. S. fishery conservation zone, and establishes the conditions under which foreign fishing is permitted within that zone, effective March 1, 1977. We will represent Taiyo in this matter before the Departments of State, Commerce, and other departments and agencies with responsibility under the above law.

6. Our activities will not involve the dissemination of political propaganda. They will be confined to advice to the client and to what actions it might take directly in making its point of view known to officials of the U. S. Government, and to representation of the client before the appropriate U. S. Departments and agencies as new policies and regulations are being developed which affect the client's interests.

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LAW OFFICES
CHAPMAN, GADSBY, HANNAH AND DUFF

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WASHINGTON, D.C. 20006

TELEPHONE 202 223-9100

CABLE ADDRESS

"CHAGAD"

ASSOCIATED FIRM

GADSBY & HANNAH

140 FEDERAL STREET

BOSTON, MASSACHUSETTS 02110

December 21, 1976

Taiyo Fishery Co., Ltd.
1-5-1 Marunouchi, Chiyoda-Ku
Tokyo, Japan

Gentlemen:

Pursuant to recent conversations with Mr. Mizuho Ohno, Mr. Ken Homma and Mr. Kay Sugahara, this letter will confirm our agreement concerning retention of this Firm as Washington counsel to Taiyo Fishery Co., Ltd. (hereinafter "Taiyo").

As requested by Taiyo, the Firm will represent Taiyo and its affiliated companies before departments and agencies of the United States Government on matters affecting the interests of Taiyo, with particular reference to the UN Law of the Sea Conference and any conventions resulting therefrom, the implementation of the Fishing Conservation and Management Act (PL 94-265 of April 13, 1976) and any other laws and regulations of the United States or of the several States thereof affecting Taiyo. As a part of this representation, the Firm will advise Taiyo on matters before the Congress affecting its interests, and to the extent desired will assist in connection with legislative matters in the Congress. To the extent required by United States law, the Firm will register with the appropriate bodies as agents for Taiyo.

For the above-stated services the Firm shall be paid an annual retainer fee of Forty Eight Thousand Dollars (\$48,000.00) in monthly installments of Four Thousand Dollars (\$4,000.00) per month payable upon acceptance of this agreement. Against this retainer fee will be credited the hours expended in behalf of Taiyo by the Firm at its regularly established hourly rates. In the event that work so charged in any year should exceed the total retainer fee of Forty Eight Thousand Dollars (\$48,000.00), the Firm will bill Taiyo on a monthly basis for the excess incurred. In submitting each monthly invoice, the Firm will set forth the nature of the work undertaken and the hourly charges incurred.

CHAPMAN, GADSBY, HANNAH AND DUFF

Taiyo Fishery Co., Ltd.
December 21, 1976
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The Firm shall also be reimbursed for all actual, necessary out-of-pocket disbursements including such items as long distance telephone, telex and cable charges, travel, printing and duplication of documents, and the like.

This agreement is to become effective on the date of its acceptance as indicated below. Thereafter either party may terminate this agreement by thirty (30) days written notice to the other.

Sincerely,

CHAPMAN, GADSBY, HANNAH AND DUFF

By Norman S. Paul
Norman S. Paul

Accepted:

TAIYO FISHERY CO., LTD.

By H. Nakabe

Date: 12/30/76.